

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN

UNITED STATES OF AMERICA

§ Claim No: 2014A39792

vs.

§  
§  
§

Tyrone Smiley

**COMPLAINT**

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 16703 Whitcomb Street, Detroit, Michigan 48235-3879.

**The Debt**

3. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$2,799.91
B. Current Capitalized Interest Balance and Accrued Interest	\$5,014.88
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied ( <i>Debtor payments, credits, and offsets</i> )	\$0.00

E. Attorneys fees	\$0.00
<b>Total Owed</b>	<b>\$7,814.79</b>

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8% per annum.

**Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)  
Holzman Corkery, PLLC  
Attorneys for Plaintiff  
Tamara Pearson (P56265)  
28366 Franklin Road  
Southfield, Michigan 48034  
(248) 352-4340  
usa@holzmanlaw.com

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #1 OF 1**

Tyrone Smiley  
16703 Whitcomb Street  
Detroit, MI 48235-3879  
Account No. XXXXX0041

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/28/14.

On or about 03/25/91, the BORROWER executed promissory note(s) to secure loan(s) of \$2,625.00 from Bank One Education Finance Group. This loan was disbursed for \$2,625.00 on or about 04/25/91 at 8.00 % interest per annum. The loan obligation was guaranteed by Michigan Higher Education Assistance Authority, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 12/31/91, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,799.91 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 10/08/99, assigned its right and title to the loan to the Department.

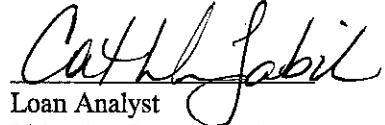
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$2,799.91
Interest:	\$4,944.92
Total debt as of 01/28/14:	\$7,744.83

Interest accrues on the principal shown here at the rate of \$0.61 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 3/21/14

  
Cathleen Jabil  
Loan Analyst  
Litigation Support Unit

## 9 3 2 7 3 0 0 MICHIGAN GUARANTY AGENCY Application and Promissory Note for a Guaranteed Student Loan

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 30 USC 1087.

05/20/01

AG- X-00-0024-00 P

## SECTION I - TO BE COMPLETED BY THE STUDENT - READ THE INSTRUCTIONS - TYPE OR PRINT IN INK

Social Security Number

Last Name, First, M.I., Permanent Home Address

Correct Item 2A in this space

Connect Item 1A in this space

Smiley, Tyrone  
3041 Whitney  
Detroit, MI 48206Name  
Address  
City, State, Zip

Birthdate

Driver's License

12-5-62

State No. None

Area Code/Phone No.

U.S. Citizenship Status (check one) Alien ID No.

Eligible

1 Citizen

2 Non-Citizen

Connect Item 1A in this space

References - You must provide separate adult references with different addresses (carefully read instructions)

Name Street, City, State, Zip Area Code/Phone No. Employer  
 Michael Smiley 3841 Kimberly Dr. N. MI 48208 Mich. State Police  
 Nancy Walker 4038 W. Boston Oct. MI 48210 3016 Wayne C.C.  
 Alice Smiley 3841 Kimberly Oct. MI 48208 5651 C.R. H.S.  
 Interacted Enrollment Status (check one) Major Course of Study 15  
 Full-time  At least half-time  
 Have you ever defaulted on an Education Loan? (check one) Do you have any unpaid student loans? (check one)  
 If yes, carefully read instructions.  Yes  No If yes, carefully read instructions.  
 Total unpaid balance of your most recent OSL Interest rate on your most recent OSL  
 0.00 0.0% Grade level of your most recent OSL Beginning and ending dates of your most recent OSL  
 Total unpaid balance of all your Guaranteed Student Loans or any portion of this loan included in your Consolidation Loan. Name and Address of Previous Lender, if any  
 0.00 None

SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEM 15.  
 15. PERMANENT RESIDENT OF / MI / SINCE MONTH / 12 / YEAR / 75 /

## Promissory Note for a Guaranteed Student Loan

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